UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

:

In re : Chapter 11 Case No.

LEHMAN BROTHERS HOLDINGS INC., et al., : 08-13555 (JMP)

Debtors. : (Jointly Administered)

:

NOTICE OF PARTIAL TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001(e)(2)

TO: McDonnell Loan Opportunity Ltd. ("<u>Transferor</u>")
c/o McDonnell Investment Management, LLC

1515 West 22nd Street
Oak Brook, Illinois 60523
Attn: General Counsel
Telephone: (630) 684-8600
Email: cecilp@mcdmgmt.com

2. Please take notice that the transfer of a portion of your claim against LEHMAN BROTHERS HOLDINGS INC., et al, Case No. 08-13555 (JMP) arising from and relating to Proof of Claim No. 17630 (attached as Exhibit A hereto), has been transferred to:

Barclays Bank PLC ("<u>Transferee</u>") 745 Seventh Avenue New York, NY 10019 Telephone: (212) 412-2865

Email: daniel.crowley@barclayscapital.com daniel.miranda@barclayscapital.com

An executed "Evidence of Transfer of Claim" is attached as <u>Exhibit B</u> hereto. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee as provided in <u>Exhibit C</u> hereto.

- 3. No action is required <u>if you do not object</u> to the transfer of your claim. However, **IF YOU**OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN <u>20 DAYS</u> OF THE DATE OF THIS
 NOTICE, YOU MUST:
- -- FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court Southern District of New York Attn: Clerk of Court Alexander Hamilton Custom House One Bowling Green 08-13555-mg Doc 22280 Filed 11/17/11 Entered 11/17/11 15:27:27 Main Document Pg 2 of 30

New York, NY 10004-1408

SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE

Refer to INTERNAL CONTROL NO. ______ in your objection and any further correspondence related to this transfer.

If you file an objection, a hearing will be scheduled. IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING.

CLERK

FOR CLERK'S OFFICE USE ONLY:

This notice was mailed to the first named party, by first class mail, postage prepaid on ______, 2009.

INTERNAL CONTROL NO. ______

Copy: (check) Claims Agent _ Transferee _ Debtors' Attorney _____

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EXHIBIT A

[Proof of Claim]

	Holdings Claims Proc cy Solutions, LLC Box 5076	outhern District of New York essing Center	PRO	OF OF CLAIM		
	Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	UNIQUE IDENTIFICATION	NUMBER: 900008920		
Name of Debtor Against		Case No. of Debtor				
Lehman Comme	WARRY THE THE PARTY OF THE PART	08-13900				
after the commence may be filed pursua	ment of the case. A rec nt to 11 U.S.C. § 503.	ke a claim for an administrative expense arising juest for payment of an administrative expense Additionaly, this form should not be used to make see definition on reverse side.)	THIS SPACE I	S FOR COURT USE ONLY		
		e and address where notices should be sent if	Check this box to indicate that			
different from Cree	ditor)	NAME - AND LOS	this claim amends a previously filed claim.			
MCDONNELL LOAN		With a copy to:				
1515 West 22nd Street		Winston & Strawn LLP 35 W, Wacker Drive	Court Claim			
Oak Brook, Illinois 60: Attention: General Co		Chicago, Illinois 60601 Attention: Jai Khanna	Number: 4450 (If known)			
Tel: (630) 684-8600 Email: cecilp@mcdmg	amt.com	Tel: (312) 558-6357 Email: jkhanna@winston.com	12.5			
N.E.S. N.	7.5	* =	Filed on: 5/19/09			
Telephone number	7	Email Address:				
Name and address	where payment should	d be sent (if different from above)	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.			
Telephone number	*	Email Address:	Check this box if you are the debtor or trustee in this case.			
1. Amount of C	laim as of Date Case	Filed: \$ Not less than \$328,345.87		5. Amount of Claim Entitled to Priority		
If all or part of you item 4,	r claim is secured, co	implete Item 4 below; however, if all of your claim priority, complete Item 5.	m is unsecured, do not complete	under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the		
If all or part of you	r claim qualifies as an	Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6.	amount.		
		claim is based on a Derivative Contract.* claim is based on a Guarantee.*		Specify the priority of the claim:		
*IF YOUR CLAIR OR A GUARANT FOLLOW THE D	M IS BASED ON AN TEE OF A DEBTOR DIRECTIONS TO CO OCUMENTATION	☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). ☐ Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing				
itemized statement	of interest or addition	terest or other charges in addition to the principal tal charges. Attach itemized statement of interest is a based on a Derivative Contract or Guarantee	or charges to this form or on	of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).		
	im: CONTRACT - F on #2 on reverse side.	PLEASE SEE ATTACHMENT		Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). Up to \$2,425 of deposits toward purchase.		
3a. Debtor n	its of any number by nay have scheduled a		lease, or rental of property or services for personal, family, or household use - 11 U.S.C.			
4. Secured Clai	truction #3a on revers	on reverse side.)		§ 507(a)(7). Taxes or penalties owed to governmental		
Check the app	propriate box if your o	claim is secured by a lien on property or a right o	f setoff and provide the requested	units - 11 U.S.C. § 507(a)(8).		
Nature of pro		F: Real Estate	☐ Other	U.S.C. § 507(a)().		
		A17	0/	Amount entitled to priority:		
	perty: \$ rearage and other char		s			
	ecured Claim: 5		December 1994 Television of the second			
	laim that qualifies as on #6 on reverse side.)	s an Administrative Expense under 11 U.S.C.	§503(b)(9): \$			
7. Credits: The a	mount of all payment	FOR COURT USE ONLY				
8. Documents: A	ttach redacted copies mized statements of re					
Attach redacted cop	ies of documents prov	,	00017630 agreements.	FILED / RECEIVED		
DO NOT SEND OF SCANNING.	the documents are vol RIGINAL DOCUMI onot available, please		ED AFTER	SEP 1 8 2009		
Date:		DONNELL LOAN OPPORTUNITY LTD.	or other	EPIG GANKRUPTCY SOLUTIONS, LLC		
SH 17/09	above Attach c By:	McDonnell Investment Management, LLC Investment Manager	- Co Sam	LITTLE OARRANT TOT BOLD HONG, LLO		
7	Penalty for presenting	formatular of File Con Con	W4411	10.110.0 85.150 13.671		

Kathleen A. Zarn Vice President

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:) Chapter 11
Lehman Commercial	Paper Inc.,) Case No. 08-13900 (JMP)
	Debtor.	

ATTACHMENT TO PROOF OF CLAIM FILED BY MCDONNELL LOAN OPPORTUNITY LTD.

- 1. This attachment is submitted with and incorporated as part of the proof of claim (the "Claim") filed by McDonnell Loan Opportunity Ltd. ("McDonnell" or the "Claimant") against Lehman Commercial Paper Inc. (the "Debtor"), which filed a voluntary bankruptcy petition on October 5, 2008 for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §101 et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The chapter 11 bankruptcy case of the Debtor is being jointly administered with the chapter 11 bankruptcy case of Lehman Brothers Holdings Inc., the Debtor's parent company, which was filed on September 15, 2008. The Claim supplements and amends the proof of claim, court claim number 4450 filed on May 19, 2009 against the Debtor.
- 2. The Claim against the Debtor is for the amounts owed by the Debtor for damages resulting from its obligations to purchase from McDonnell its interests in the US Tranche B Term Loan debt owned by McDonnell under the Amended and Restated Credit Agreement dated as of December 20, 2007 among Mylan Inc., Mylan Luxembourg 5 S.A.R.L., the Lenders from time to time party thereto, and JPMorgan Chase Bank, National Association, as Administrative Agent (the "Mylan Loan") pursuant to that certain LSTA Par/Near Par Trade Confirmation

dated September 26, 2008 between the Debtor and McDonnell (the "<u>Trade Agreement</u>"), which confirmed the transaction whereby the Debtor agreed to pay to McDonnell the purchase price equal to 99% of the face amount of McDonnell's interest in the Mylan Loan in respect of the trade effected on August 7, 2008. A copy of the Trade Agreement is attached hereto as <u>Exhibit</u> A. Claimant incorporates herein by reference all documents that have been or will be submitted by Claimant in connection with the Claim against the Debtor.

- 3. On November 7, 2008, the Debtor rejected the Trade Agreement. McDonnell subsequently mitigated its damages from the Debtor's breach by executing an alternate transaction on November 13, 2008 with JP Morgan Chase Bank, N.A. ("JPMC") for a purchase price equal to 88% of the face amount of McDonnell's interest in the Mylan Loan. A copy of the Assignment and Assumption agreement dated November 20, 2008 between JPMC and McDonnell is attached hereto as Exhibit B.
- 4. The purchase price that the Debtor was obligated to pay under the Trade Agreement was \$2,955,112.78. The purchase price McDonnell ultimately received from JPMC was \$2,626,766.91. McDonnell is therefore entitled to contractual damages in the amount of \$328,345.87 for the difference in price McDonnell received as a result of the Debtor's breach.
- 5. Claimant asserts its claim in the amount of not less than \$328,345.87 for contractual damages in connection with the Trade Agreement. Additional damages asserted pursuant to this Claim are presently unliquidated, and Claimant reserves its rights to amend this Claim, as necessary, to assert any and all amounts as they become liquidated, including for principal, interest, fees and expenses. Claimant additionally claims for the costs, fees and expenses incurred in enforcing its rights under the Trade Agreement, together with fees, costs

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and other charges, to the extent provided for at law or in equity. Such amounts are presently unliquidated.

- 6. In addition to the foregoing amount, Claimant also asserts a claim hereunder for all direct, indirect, nominal or consequential damages and other amounts owed or owing to Claimant pursuant to the Trade Agreement or otherwise, whether or not liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.
- 7. Claimant reserves the right to amend, supplement or modify this Claim at any time. In addition, Claimant reserves its rights to file additional or other pleadings to assert any of the amounts set forth in the Claim or any amendments thereto, including, without limitation, any postpetition administrative expenses pursuant to the Bankruptcy Code, including sections 503 and 507 thereof.
- 8. To the extent the Debtor asserts claims against Claimant, Claimant reserves the right to assert that such claims are subject to rights of setoff and/or recoupment, which rights are treated as secured claims under the Bankruptcy Code, and state and federal laws of similar import as well as in equity.
- 9. To the extent that the Debtor or any other party takes any action that would give rise to a counterclaim or other rights or claims Claimant may have against the Debtor, Claimant reserves all of its respective rights.
- 10. In addition, with the filing of this Claim, Claimant does not waive any of its rights to claim specific assets or any other rights or rights of action that Claimant has or may have against the Debtor, and Claimant expressly reserves such rights.

- Pg 8 of 30
- 11. By filing this Claim, Claimant does not waive, and specifically reserves, its respective procedural and substantive defenses to any claim that may be asserted against it by the Debtor, by any trustee of its estates, by any official committee, or by any other party.
- 12. Claimant reserves all rights accruing to it against the Debtor, and the filing of this Claim is not intended to be, and shall not be construed as, an election of remedy or a waiver or limitation of any rights of Claimant.
 - 13. Claimant reserves the right to withdraw this Claim for any reason whatsoever.
- 14. Claimant reserves all rights against any other entity, including, without limitation, non-debtor affiliates of the Debtor.
- 15. The filing of the Claim is not and shall not be deemed or construed as: (i) a waiver, release or limitation of Claimant's rights against any person, entity, or property (including, without limitation, the Debtor or any other person or entity that is or may become a debtor in a case pending in this Court); (ii) a consent by Claimant to the jurisdiction or venue of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (iii) a waiver, release or limitation of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (iv) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (v) a waiver, release or limitation of Claimant's right to have any and all final orders in any and all

non-core matters or proceedings entered only after de novo review by a United States District Court Judge; (vi) a waiver of Claimant's right to move to withdraw the reference with respect to the subject matter of the Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; (vii) an election of remedies; (viii) a consent by Claimant to the termination of the Debtor's liability to Claimant by a particular court, including, without limitation, this Court; or (ix) a consent by Claimant to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c).

16. Supporting documentation and all matters concerning this Claim should be addressed to:

Jai S. Khanna Winston & Strawn LLP 35 West Wacker Drive Chicago, Illinois 60601 (312) 558-6357 (312) 558-5700 (fax) jkhanna@winston.com

EXHIBIT A

Documentation for Trade Transaction between McDonnell Loan Opportunity Ltd. and Lehman Commercial Paper Inc.

Attached hereto.

LSTA PAR/NEAR PAR TRADE CONFIRMATION

To:

Lehman Commercial Paper Inc.

Attention:

Jessica Markowitz

Phone No .:

(212)526-7598

Fax No .:

(646)758-4993

Email:

jessica.markowitz@lehman.com

From: McDonnell Loan Opportunity Ltd.

Attention:

Kathleen Zarn

Phone No .:

(630)684-8754 866-861-6825

Fax No .: Email:

aestradeclosing@mcdmgmt.com

Date: 09/26/2008

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par/Near Par Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc. @ (the "LSTA") as of December 1, 2006, which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration Between Loan Traders With Regard to Failed Trades" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Trade Date:

08/07/2008

Seller

McDonnell Loan Opportunity Ltd.

Principal Agent

Buyer:

Lehman Commercial Paper Inc.

Principal Agent

Credit Agreement:

AMENDED AND RESTATED CREDIT AGREEMENT dated as of December 20, 2007 among MYLAN INC., MYLAN LUXEMBOURG 5 S.A R.L., the LENDERS from time to time party thereto, and JPMORGAN CHASE BANK, NATIONAL

ASSOCIATION, as Administrative Agent.

Borrower:

MYLAN INC.

Form of Purchase:

Assignment

Purchase Amount Type of Debt:

Surchase Sur	i dype aloù La Dali d'a	Lacality 4: 50	recessor of a
ŲSD 2,992,481.20	Term	US Tranche B Term Loans	

582923001

LSTA EFFECTIVE DECEMBER 2006 Copyright © LSTA 2006. All rights reserved.

08-13555-mg Doc 22280 Filed 11/17/11 Entered 11/17/11 15:27:27 Main Document Pg 12 of 30

Purchase Rate:

99.00%

US Tranche B Term Loans

Up Front Fees:

US Tranche B Term Loans None

(if any):

Credit Documentation

No

to be provided:

Trade Specific

Other Terms of Trade:

Unless otherwise specified herein, Lehman Commercial Paper Inc. shall not be required to pay (in the aggregate) more than one half of one Agent transfer fee for transactions specified in this or any other confirmation allocated by an investment manager or advisor to multiple funds or accounts.

Please provide the signature of a duly authorized officer or other signatory where indicated below and return this letter to the attention of Daniel Walsh at ClearPar at the following fax number (646)453-2870 or email address: daniel.walsh@fnis.com

If you have any questions, please contact Daniel Walsh at (845)639-4810.

McDonnell Loan Opportunity Ltd. By: McDonnell Investment Management, LLC as Investment Manager

Lehman Commercial Paper Inc.

Name: Kathleen Zarn Title: Vice President

Name: Cindy Eng

Title: Closer

Loan Syndications Sales and Trading Trade Ticket

Trade Date: 8/7/2008

Institution: McDonnell Investment Management Institution Lehman Bros.

Sale

Seller:

Steven F. Krull

Buyer:

Ticket ID:

Voice:

630-684-8745

Volce: Fax:

S-11354

Fax:

866-861-6825

C

08/07/2008 Add ID:

kings

Last Change Date: 08/07/2008

Execution Code:

Add Date:

Last Change ID: kings

Last Change Reason:

Total Commitment:

\$2,992,481.20

Average Price:

99.00000

Total Upfront Fees:

\$29,924.81

Issuer: Mylan Labs Inc.

US Tranche B Term Loans

Reason For Trade:

Portfollo

Commitment

Price Amnd

Orig

Agreement

Acc. Interest

Settled Date

Loan Opps

\$2,992,481.20

99.00000

Assignment

\$0.00

Security ID: LX084569

08/18/2008

Wire Amount:

Please refer to the attached funding memo for further instructions

Signature

Prepared by Sandy King

Page

Thursday 08/07/2008 02:39:47 PM

EXHIBIT B

Documentation for Trade Transaction between McDonnell Loan Opportunity Ltd. and JPMorgan Chase Bank, N.A.

Attached hereto.

Loan Syndications Sales and Trading Trade Ticket

Trade Date: 11/13/2008 √

Institution: McDonnell Investment Management

Institution JPMorgan Chase Bank

Sale

Seller:

Steven F. Krull

Buyer:

Ryan Park

Ticket ID:

Voice:

630-684-8745

Voice:

212-623-2270

S-11941

Fax:

866-861-6825

Fax:

646-328-4986

Execution Code:

C

11/13/2008 2:44:06 PM

Add ID:

kings

Add Date:

Last Change Date: 11/20/2008 11:55:45 AM

Last Change ID: zarnk

Last Change Reason:

Total Commitment: \$2,984,962.41

Average Price: 88,00000

Total Upfront Fees: \$358,195.49

Issuer: Mylan Labs Inc.

Portfolio Manager: James R. Fellows

Is Discretionary:

Yes

U.S. Tranche B Term Loan

Reason For Trade:

Portfolio

Commitment

Amnd

Agreement

Acc. Interest

Security ID: LX084569

Settled Date

Loan Opps

\$2,984,962.41 √ 88.00000 √

Orig

Assignment

\$0.00

11/20/2008

Wire Amount:

\$2,626,766.91

Please refer to the attached funding memo for further instructions

Signature

Thursday 11/20/2008 11:55:57 AM

Wall Street Office



FUNDING MEMORANDUM FOR SETTLEMENT WITHOUT ACCRUED INTEREST

Date: 20-NOV-2008

To:

RE:

JPMorgan Chase Bank, N.A., as Buyer

Attn: Ryan Park Tel: 212-623-2270 Fax: 6463284988

Credit Agreement: MYLAN (12/2007)

From:

McDonnell Loan Opportunity Ltd., as Seller

Attn: Kethleen A. Zam Tel: 630-684-8748 Fax: 866-861-6825

Facility		CUSIP	Global	Facility		Transferred Amount		Percentage of Total(%)	-	Purchase Rate(%)	10. USS 75.77	ed in(%)
Franche B Term L	oan	62853HAD2		2,536,830,000	2.00			0.11766505441		88.00000		10
Pricing Options		oal Amount of ns Outstanding		Buyers Share Loans Outstar		9	Percen	tage of at Total (%)	Curr	ency	FX Rale	
Libor	500	00.000,000		588,325.27	200	56	0.1176	55054000000	USD)	1.0000000	0
Start Date Repricing Date 28-SEP-2008 30-DEC-2008			Base Rate 3.8125	Ma 3.2	rgin Rate	RAC R	alo	All-ir 7.06	n Rate 25	Rate Basis BANK	E	
Pricing Options		oal Amount of na Outstanding	Buyers Share of Loans Outstanding		Percentage of Contract Total (%)		Cun	Currency FX Rate				
Libor	1,00	00.000,000,00		1,176,650.54	- 10		0.1176	65054000000	UST	}	1.0000000	0
Start Date 29-SEP-2008		nicing Date DEC-2008		Basa Rate 3.8125	Ma 3.2	irgin Rale 5	RAC R	ate	7.06	n Rate 25	Rate Basis BANK	
Pricing Global Amount of Options Leans Outstanding		Buyers Share of Loans Outstanding		Percentage of Contract Total (%)		Currency		FX Rate				
Libor	662	,000,000.00		778,942.66			0.1176	55054380665	USD	j.	1.0000000	0
Start Date 30-OCT-2008		ricing Date DEC-2008		Base Rate 3.376	Ma 3.2	rgin Rate 5	RAC R	ate	All-h 6.62	n Rate 5	Rate Basis BANK	
Pdcing Options		bal Amount of ne Outstanding		Buyers Share Loans Outsta		9	Percen Contrac	tage of at Total (%)	Cum	rency	FX Rate	
Libor	6,3	00.000,00		7,518,80			0.1176	65101721440	USC).	1.0000000	O
Start Date 30-OCT-2008	250,000	oricing Date DEC-2008		Base Rate 3.375	Ma 3.2	rgin Rate 5	RAC R	ale	All-ii 6.62	n Rate 5	Rate Basis BANK	65
Pricing Options		bal Amount of na Outstanding		Buyers Share Loans Outsta		9	Percen Contrac	tage of of Total (%)	Cun	ency	FX Rale	
Libor	368	,440,000.00		439,525.13			0.1176	85055358581	USD	1	1.0000000	0
Start Date 30-OCT-2008	100 m	nicing Date JAN-2009		Base Rate 3,5	Ma 3.2	rgin Rate S	RAC R	ate	Al-li 6.75	n Rate	Rate Basis BANK	E.
Total:			2,536,8	30,000.00		2,984,962,40)					

Seller and Buyer hereby agree that payment shall be made as calculated herein on the Settlement Date in immediately available funds.

SELLER
McDonnell Loan Opportunity Ltd.
By: McDonnell Investment Management, LLC, as Investment Manager
By: (Electronic Signature on file)

Name: Kathleen A. Zarn Title: Vice President

BUYER

JPMorgan Chase Bank, N.A. By: (Electronic Signature on Re)

Name: Melissa Wisher

PAYMENT MENU -

Payment calculation type:

Buyer will remit to Seller

USD 2,628,766.91

calculated as follows:

USD 2,626,786.91 (88% x Buyer's Share of the outstanding commitment under the Tranche B Term Loan Facility)

USD 0.00

Economic Benefit

LESS:

calculated as follows:

USD 0.00 (12% x Buyer's Share of the unlunded commitment under the Tranche B Term Loan Facility)

Seller's Payment Instructions:

Buyer's Payment Instructions:

Amount Bank

USD 2,626,766,91

WARA:

The Bank of New York 021-000-018

Account#:

DDA Acotif GLA 211551

Altn:

Crissee Carglie/Loan Name/Description (Principal or

MYLAN (12/2007)

FFC: McDonnell Loan Opportunity Ltd. FCC# 773699

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between McDonnell Loan Opportunity Ltd. (the "Assignor") and JPMorgan Chase Bank, N.A. (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including any letters of credit, guarantees, and swingline loans included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the

1. Assignor.

McDonnell Loan Opportunity Ltd.

2. Assignee:

JPMorgan Chase Bank, N.A.

3. Borrower(s):

Mylan Inc., Mylan Luxembourg 5 S.a r.l.

4. Administrative Agent:

JPMorgan Chase Bank, National Association, as

the administrative agent under the Credit

Agreement

5. Credit Agreement:

The Amended and Restated Credit Agreement dated as of December 20, 2007 among Mylan Inc., Mylan Luxembourg 5 S.a r.l., the Lenders party thereto and JPMorgan Chase Bank, National Association, as Administrative Agent.

6. Assigned Interest:

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/ Loans Assigned	Percentage Assigned of Commitment/Loans (Set forth, so at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder)
Tranche B Term Loan	USD 2,536,830,000.00	USD 2,984,962.40	0.117665054418309%
>			<u> </u>

Effective Date: 20-NOV-2008

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

McDonnell Loan Opportunity Ltd.

By: McDonnell Investment Management, LLC, as Investment Manager

By: (Electronic Signature on file)

Name: Kathleen A. Zam

Title: Vice President

ASSIGNEE

JPMorgan Chase Bank, N.A.

By: (Electronic Signature on file)

Name: Mayura Casuba

Title: Authorized Signatory

Consented to and Accepted:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Administrative Agent and Issuing Bank

By: (Electronic Signature on file)

Name: Dorian Herrera

Title: Authorized Signatory

MYLAN INC.

By:___ Name:

Title:

ANNEX 1

STANDARD TERMS AND CONDITIONS FOR

ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

- 1.1 <u>Assignor.</u> The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Company, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Company, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.
- 1.2. Assignee, The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Foreign Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.
- 2. <u>Payments</u>. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.
- 3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

Capitalized terms used but not defined herein shall have the meanings given to them in the Amended and Restated Credit
Agreement dated as of December [], 2007 among Mylan Inc., Mylan Luxembourg 5 S.a r.l., the Lenders party thereto and JPMorgan





LSTA PARINEAR PAR TRADE CONFIRMATION

JPMorgan Chase Bank, N.A.

Ryan Park

212-623-2270

Email Address:

Buyer Name:

Phone No.:

Fax No.:

Contact Person:

8463284986

ryan.o.park@ipmorgan.com

From

Seller Name:

Contact Person:

Kathleen A. Zam

Phone No.: Fax No.1

B30-884-8748 868-861-6825

Email Address:

acstradeclosing@modmgmt.com

McDonnell Investment Management, LLC

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for PariNoar Par Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.® (the "LSTA") as of December 1, 2006, which Standard Terms and Conditions are incorporated herein by reference without any modification whelsoever except as otherwise agreed herein by the parties and specificately set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereis agree to submit any dispute as to the reasonableness of a buy-in or sall-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration Between Loan Traders With Regard to Falled Trades" in existence on the Trade Date, and to compty with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation shall have the respective meanings assisted thereto in the Standard Terms and Conditions.

Trade Date

13-NOV-2008

Sellor:

McDonnell Loan Opportunity Ltd.²

Buyer:

JPMorgan Chase Bank, N.A.4

Credit Agreement:

AMENDED AND RESTATED CREDIT AGREEMENT dated as of December 20, 2007 among MYLAN INC., MYLAN LUXEMBOURG 5 S.A R.L., the LENDERS from time to time party thereto, and JPMORGAN CHASE BANK, NATIONAL

ASSOCIATION, as Administrative Agent

TSI Trade Number:

343107

Borrowers

MYLAN LABORATORIESS

Form Of Purchase:

Assignment

Purchase Amount Type of Debt:

Purchase Amount ⁴	Type of Debty	Facility ⁸	CUSIP Number	
USD2,984,962.40	Tem	Tranche B Term Loan ⁸	62853HAD2	

Purchase Rate:

Up-front Fee:

88% None

Credit Documentation to be provided by Seller:

Trade Specific Other Terms of Trade:8

Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of SiLVA, ALEX at the following fex number(s): 546-792-5937 or small address(es): elex.x.stva@jpmchase.com

If you have any questions, please contact Ryan Park at 212-623-2270

SELLER

McDonnell Loan Opportunity Ltd.

By: McDonnell Investment Management, LLC, as investment Manager

By: (Electronic Signature on file)

Name: Kathleen A. Zam Title: Vica President

BUYER

JPMorgan Chase Bank, N.A.

By: (Electronic Signature on file)

Name: Michalla McClure Title: Vice President

LSTA EFFECTIVE DECEMBER 2008

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The Standard Terms and Conditions are available on the LSTA website at http://www.lsta.org.

Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); identify ERISA counterparties.

If Saller or Buyer is acting as a Riskless Principal, specify this in the "Trade Specific Other Terms of Trade" section below. (See Section 14 of the Standard Terms and Conditions.) It is not accessary to identify the third party with respect to a Riskless Principal.

Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); Identify ERISA counterparties.

If multiple borrowers, specify the entity that is named as the first borrower under the Credit Agreement.

B Specify amount of Debt to be transferred or, in the case of Debt subject to further funding obligations (as in revolving credit or letter of credit facilities), specify amount of lotal exposure to be transferred, both funded and unfunded.

Specify whether the type of Debt is term, revolving, letter of credit (if stand-alone) or other.

Specify Credit Agreement designation of the facility (e.g., tranche). Specify multicurrency component, if any.

⁶ Set forth any other terms of this Transaction; include in this Section a specific reference to each term, if any, in this Confirmation (including the Standard Terms and Conditions) that has been modified in any manner whatsoever from the form of LSTA Par/Near Par Trade Confirmation and/or the LSTA Standard Terms and Conditions for Par/Near Par Trade Confirmations; if more space is needed, attach additional pages.

Loan Syndications Sales and Trading Trade Ticket 343/07

Trade Date: 11/13/2008

Institution: McDonnell Investment Management

Institution JPMorgan Chase Bank

Sale

Seller:

Steven F. Krull

Ticket ID:

Voice:

630-884-8745

Voice:

S-11941

Fax:

866-861-6825

Fax:

Execution Code:

C Add Date:

11/13/2008

Add ID:

kings

Last Change Date: 11/13/2008

Last Change ID: kings

Last Change Reason:

Total Commitment:

\$2,984,962.41

Average Price:

00000.88

Total Upfront Fees:

\$358,195.49

Issuer: Mylan Labs Inc.

US Tranche B Term Loans

Reason For Trade:

Portfolio Loan Opps

Commitment \$2,984,962.41

Price

88.00000

Amnd Agreement

Assignment

Orig

Acc. Interest

Security ID: LX084569

\$0.00

Settled Date 11/24/2008

Wire Amount:

Please refer to the attached funding memo for further instructions

Signature

From: Origin ID: ENLA (630) 684-8600 Mariene Camacho McDonnell Investment Managemen 1515 W. 22nd Street

11th Floor Oakbrook, IL 60523

SHIP TO: (630) 684-8763 BILL SENDER Lehman Brothers Holdings Claims **Epiq Bankruptcy Solutions** 757 3RD AVE FRNT 3 3RD FLOOR NEW YORK, NY 10017

Ship Date: 17SEP09 ActWgt 1.0 LB CAD: 4682111//NET9060 Account#: S **********

Delivery Address Bar Code



Ref# ACS Dziekan Zarn Invoice # PO#

RECEIVED

SEP 1 8 2019

TRK# 0201

Dept #

7979 4042 8975

FRI - 18SEP

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STANDARD OVERNIGHT ASR

NQ OGSA

10017 NY-US



After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.

2. Fold the printed page along the horizontal line.

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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service
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costs, and other forms of damage whether direct, incidental consequential, or special is limited to the greater of \$100 or the authorized declared value.
Recovery cannot exceed actual documented loss Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

EXHIBIT B

[Executed Evidence of Transfer of Claim]

EVIDENCE OF TRANSFER OF CLAIM

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, McDonnell Loan Opportunity Ltd ("Seller") does hereby unconditionally and irrevocably sell, transfer and assign unto Barclays Bank PLC ("Buyer") all rights, title and interest in and to the claims of Seller [referenced as proof of claim number 17630] in the principal amount of \$225,946.73 plus all interest, fees and other amounts related thereto (the "Claim") against Lehman Commercial Paper Inc. (the "Debtor") whose Chapter 11 bankruptcy case is pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") (or any other court with jurisdiction over the bankruptcy proceedings) as In re Lehman Commercial Paper Inc., Case No. 08-13556 (JMP).

Seller hereby waives any objection to the transfer of the Claim assigned herein (the "Transferred Claim") to Buyer on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extert permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Buyer the Transferred Claim and recognizing the Buyer as the sole owner and holder of the Transferred Claim. Seller further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the Transferred Claim, and all payments or distributions of money or property in respect of the Transferred Claim, shall be delivered or made to the Buyer.

IN WITNESS WHEREOF, the undersigned has duly executed this Transfer of Claim by its duly authorized representative dated the 20 th day of May, 2011.

SELLER:

MCDONNELL LOAN OPPORTUNITY LTD.

By: McDonnell Investment Management, LLC, not in its individual capacity, but solely as investment manager

Name: Kathleen A. Zam

Vice President

Title: Monaging Oirce for